

The Solicitors' Journal.

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CURRENT TOPICS.

By AN ORDER of Court, which we print in another column, all the causes pending before Sir GEO. JESSEL on the 27th of August last, as well as the chief clerks and chambers of the Master of the Rolls, are transferred to Mr. Justice CHITTY.

ANOTHER ORDER has been made transferring sixty causes from Mr. Justice CHITTY's list to Mr. Justice KAY for the purpose only of trial or hearing. A list of these causes, with the order of transfer, appears in another column.

A PLAN has received the sanction of the authorities, whereby the greater part of the printing connected with the courts and the offices of the courts, including the daily cause lists, will be done at the Royal Courts of Justice. The arrangements for carrying out this plan are still incomplete.

THE STATEMENT which has appeared to the effect that the branch of the Bank of England shortly to be opened in the Royal Courts of Justice is to be attached to the Chancery Pay Office needs some explanation. Hitherto it has been necessary for any person required to pay money into court to travel into the City and pay the money in the Chancery Office at the Bank. In future this inconvenience will be obviated by the establishment of a branch of the Bank in a room adjoining the Chancery Pay Office. Beyond this there will be no change in the relation which has hitherto existed between the Chancery Pay Office and the Bank of England.

THE INTENTION of Lord Justice BRAMWELL to retire before the commencement of the next sittings has long been known, but the regret occasioned by the announcement of the accomplishment of this intention will not be less keen. It is superfluous to speak to lawyers of the many eminent qualities of the Lord Justice; it is

sufficient to say that during the twenty years of his pious judgeship he gained the admiration and esteem of the whole profession. At the time when the new Court of Appeal was constituted he was designated by universal consent as among the members of the bench best fitted for promotion, and his career in the Court of Appeal has fully justified these anticipations.

"THE MAGISTRATES not having received a copy of the Act of Parliament, dismissed the summonses." These words conclude a report of sundry charges brought before the magistrates at Cardiff against publicans for opening their houses on Sunday contrary to the provisions of the new Sunday Closing Act applicable to Wales. The attention of the authorities should be directed to the circumstance that Acts of Parliament and Orders of Court are frequently made to come into operation before those whose duty it is to administer the law or to carry out the regulations of the courts have had brought to their attention, or have been able to obtain, the text of the provisions with which they have to deal. It would be easy to postpone the day of commencement of new statutes and orders of court so as to allow time for the printers to issue copies, and for such copies to be distributed.

THE STATUTE BOOK of 1881, although not bulky, is marked by a few striking novelties. The Customs and Inland Revenue Act (44 Vict. c. 12) was passed on the 3rd of June, but brought its new probate duties into operation on the 1st of June. Another piece of retrospective legislation is afforded by the 14th section of the Conveyancing and Law of Property Act, providing for relief against forfeiture of leases, which "applies to leases made either before or after the commencement of the Act." A strange feat of draftmanship is performed in the Army Act (44 & 45 Vict. c. 58), which repeals a score or so of sections of the Regulation of the Forces Act (44 & 45 Vict. c. 57), both of these statutes receiving the Royal Assent on the same day, August 27. Lastly, a completely new difficulty of construction is presented by the Sunday Closing (Wales) Act, which, by section 3, "shall commence and come into operation with respect to each division or place in Wales on the day next appointed for the holding of the general annual licensing meeting for that division or place." What is the day next appointed? ask puzzled Welshmen. The Home Secretary answers that "the day next appointed means 'the day next appointed,'" and for further information suggests that the requisitionists should "consult their legal advisers." It is with the utmost hesitation that we offer any opinion on the crabbed piece of draftmanship which has perplexed the Principality, but we may say that we incline on the whole to think that an appointment of a day for the licensing meeting made before the date of the passing of the Act will bring it into operation if the appointed day falls after that date. If both appointment and appointed day precede that date, the question is so doubtful that, like JACOB SOUNDPOST, we "do not know what to say."

AFTER A SOMEWHAT LENGTHENED period of incubation the Manchester Tribunal of Arbitration has broken the shell and uttered a feeble crow. The bantling, it is confessed, is still very immature. It has been thought best "to institute, in the first instance, as little regula-

tion as possible, and to permit the court in its after time to grow in discipline and strength, and in the perfection of its arrangements." But even in its rudimentary condition there are signs that the bantling is not of the right breed. One great object was to hatch a scheme which should free the commercial public from the solicitors. As the president remarked at the meeting in February last, the object was "to avoid another Charybdis—that, was they might fall into the hands of solicitors." How is it then that the very first act of the promoters of the scheme is to appoint a solicitor registrar of the court? This solicitor is to prepare, and attest the execution of, the prescribed "form of submission or agreement," which is to be the first step in any proceeding before the tribunal. Here is Charybdis No. 1: a document prepared by a solicitor and presumably costing as much as, or more than, a writ. Charybdis No. 2 is the "concise statement in writing of the dispute" which is to be submitted to the arbitrator or arbitrators by each of the parties. No prudent man, and certainly no busy man, will prepare for himself the statement which is to define his claim and to marshal the facts on which it rests. He will go to his solicitor, and the document will, in all probability, cost as much as an ordinary statement of claim in an action. As to the subsequent trial before the arbitrators, it is not very likely that a Manchester merchant or manufacturer will devote his valuable time to the task of preparing evidence, or examining or cross-examining his witnesses, or arguing his case before the arbitrators. Here is a further large Charybdis: the merchant or manufacturer will "fall into the hands" of a solicitor to an indefinite extent. Then the arbitrators are also to fall into the hands of solicitors, for by rule 6 it is provided that, "having taken all necessary evidence, the arbitrator or arbitrators shall proceed with all convenient despatch to consider his or their decision, and shall thereafter give full instructions to some solicitor to draw up his or their award, which shall be published by notice from the registrar to the respective disputants." We presume that the solicitor who draws up the award is to be paid by the litigants for this troublesome and responsible duty, and that the registrar-solicitor will also have to be paid for publishing the notices. It appears probable that before the suitor has completed his career before the new tribunal he will discover that decisions according to the light of nature cost as much to obtain, and are far less satisfactory when obtained, than the much-decried process of the courts of law.

THE RECENT NEWSPAPER DISCUSSION as to the propriety of Sunday harvesting will have drawn attention to the state of the law on the subject of Sunday labour. By the Lord's Day Observance Act (29 Car. 2, c. 7), s. 1, "No tradesman, artificer, workman, labourer or other person whatever, shall do or exercise any worldly labour, business, or work of their ordinary callings upon the Lord's-day, or any part thereof (works of necessity and charity only excepted), and every person being of fourteen years or upwards, offending in the premises shall for every such offense forfeit the sum of five shillings." In *Clenorth v. Justices of Leigh* (12 W. R. 375), the Court of Queen's Bench quashed a conviction under this Act in a case where the defendant, who was a farmer, had assisted his labourers in getting in his hay on a Sunday. The decision proceeded on the ground that a farmer is not within the Act. COCKBURN, C.J., said that a farmer was not *ejusdem generis* with the persons named in the statute; and CROMPTON, J., said "a farmer cannot be said to be a 'labourer'; he may work or not, as he pleases." The Lord Chief Justice, however, admitted the force of the argument which had been principally relied upon by the counsel for the respondents, and described it as an "inconvenience and scandal" that the labourers should be subject to a fine while their employer was exempt.

THE OCCUPATION FRANCHISE IN BOROUGHES.

A POINT to which we some time ago called attention appears likely to become the subject of much discussion at the approaching revision of the lists of borough voters. A circular was recently sent out to the overseers of parishes reminding them of their duties with regard to the insertion in the lists of persons who occupy parts of houses separately as dwellings. The history of the legislation on this subject is somewhat curious. The Reform Act gave the borough franchise to persons who occupied houses of the value of £10. The question arose what constituted a house for this purpose. The courts came to the conclusion that something in the nature of a house structurally severed from the rest of the building was necessary to constitute part of a building or house, as in the case of flats and sets of chambers, but that the occupation of a part or parts of a house not structurally severed, as where a person occupied one floor or one room on one floor, and one on another, would not qualify. It seems to us that this conclusion was a reasonable one. These questions of degree no doubt are capable of being put in an absurd light. It might be urged that a building standing quite alone, consisting of one room capable of being used as a dwelling, must be a house; that the particular mode of severance cannot be material; therefore, it might be said, why should a room which, if it stood alone, would be a house, because it is associated with other rooms under the same roof, be the less a house? The answer seems to us to be that these things are not a matter of logic, and cannot be solved after this fashion; it is a question of the ordinary practical meaning of language. No one would in ordinary conversation call a room in a house a house. It may be that you must, in construing a statute, so far extend the meaning of the word "house" as to include things so nearly analogous in their nature and purposes as flats and sets of chambers structurally severed; but it does not seem to us therefore to follow that you are to go the length of saying that one garret is a house because a person might live in it. We believe that the original decision of the Court of Common Pleas was, on the whole, better sense than the subsequent legislation on the subject. In the Representation of the People Act, the word "house" was interpreted as including a part of a house occupied as a separate dwelling and separately rated to the poor. Much discussion took place with regard to this definition. Some of the judges held that it was not intended in any way to modify the old law as to the necessity for structural severance, while others again held that it was intended under this new definition that any part of a house, as, for instance, one room, should, if occupied as a separate dwelling and separately rated, constitute a house for the purposes of the franchise. By the Parliamentary and Municipal Registration Act, 1878, the definition was again altered, and now apparently the necessity for separate rating is altogether done away with, and any part of a house separately occupied as a dwelling is to qualify.

We expressed our opinion at the time that this modification of the franchise in an Act dealing with the mere machinery of revision was most improper. Whether intentionally or not, the effect of this kind of legislation is, or may be, as it were, to smuggle provisions through the Houses of a far more essential character than those who pass them suppose. The result of this alteration of the definition, it is stated, will be in some of the metropolitan constituencies to add thousands of electors to the register, some of them being of the most unsatisfactory class. Moreover, a great anomaly, as we have before pointed out, is created. By the Representation of the People Act the lodger franchise was established, and for that franchise a yearly value of £10 was required. But if a room is a house, as there need be no particular value in the case of the inhabitant householder, the occupier

of any room as a dwelling is qualified. But the distinction between the occupier of a room as a dwelling and a lodger is in many cases almost impossible to draw. At the same time it is clear that the Parliamentary and Municipal Registration Act did not mean to merge or abolish the lodger franchise, for the Act contains many provisions concerning that franchise. Even the definition section refers to it, for it says that "the term 'dwelling-house' shall include any part of a house when that part is separately occupied as a dwelling, and the term 'lodgings' shall include any apartments or place of residence, whether furnished or unfurnished, in a dwelling-house." Could any legislation be more slipshod and unsatisfactory? It would have occurred to any person, one would have thought, however ignorant of the subject, or careless, that on the face of this definition there was a confusion of the "dwelling-house" and the "lodgings" together, inasmuch as the first part of the definition includes the same thing as the last. But what the Legislature have not done we take it the revising barrister must do. On the true construction of the Acts, taken as a whole, we apprehend a distinction must be presumed to exist between a lodger and a householder. We believe that there is practically a distinction between the lodger and the occupier of a room or rooms as a householder, though the limits of the two classes are very hard to define. We think that there will probably be decisions on the subject before long. In the meanwhile it is impossible to lay down anything like an absolute rule, for the combination of circumstances in different cases will be manifold.

Three points of considerable importance in determining the relation of the parties in each case will be—first, whether the landlord resides in the house; secondly, to whom does the furniture belong; thirdly, does the landlord provide attendance of any sort?

We should be strongly disposed to think that when the landlord resides in the house, and provides the furniture and attendance, the lodger qualification is generally the only one available. The distinction, roughly put, is between one who is an inmate of another's household, and one who, though living under the same roof, must be considered as having a separate household. When the furniture is the landlord's, and he provides attendance and lives in the house, it will generally be found that practically the landlord reserves a general right of control and supervision over the room or rooms, so as to negative the supposition that they constitute another's house within his house. On the other hand, if the occupier of the room or rooms brings his own furniture and provides his own cooking and attendance or attends on himself, even though the landlord lives in the house, it would seem such occupier would be not a lodger but a householder. It must be remembered that the Act expressly provides that the joint use of some part of the house, such as kitchen or staircase, shall not prevent the part that is separately occupied from qualifying, so that the occupier of a room or rooms as a dwelling will not be disqualified because he has the use for some purposes of some other part of the house. So if a man rented rooms or a room unfurnished, and retained the entire control over the rooms or room, attending on himself or providing his own attendance, so far as the care of the rooms was concerned, the fact that, by arrangement, the landlord might supply him with meals cooked in the landlord's kitchen, would not in anywise interfere with the qualification. It is impossible to discuss all the possible combinations; but we have endeavoured to indicate roughly, according to our notion, the lines upon which the distinction between the lodger and the householder in respect of part of a house must be drawn.

A question may arise as to the effect of this alteration of the definition of a dwelling-house with regard to the provisions which make the being rated, and having paid the rates, essential to the qualifica-

tion. Here, again, great confusion and anomaly arises. The definition of dwelling-house pointedly omits the words of the former definition, which required separate rating, and it is expressed to be in substitution for the former definition, "but not so as to affect any of the other provisions of the said Act with regard to rating." Nice questions, as it seems to us, might arise on the effect of this legislation. It is practically impossible for the overseers to rate separate rooms. Great troubles arose under the Representation of the People Act by reason of the abolition of the compound householder, and the provisions as to separate rating of parts of house. But the rating of the whole house, and the payment of the rates up to the 5th of January, would seem to be sufficient, in the case of the part of the house separately occupied, to satisfy the "other provisions of the Representation of the People Act," referred to in the interpretation clauses of the Parliamentary and Municipal Registration Act, though it is very difficult properly to apply the language that was really applicable to entire houses in the case of the occupation of parts of a house. It might perhaps be argued that separate rating of the part of a house is still necessary, notwithstanding the abolition of the definition which expressly made it so. The natural construction of the original provisions with regard to rating certainly pointed to the rating of the occupier of the subject-matter of the qualification in respect of such subject-matter, and to the payment of the rate by such occupier. Can the rating of the landlord with respect to the whole house be considered as the rating of the occupier of part with respect to such part? The provisions of the Poor Rate Assessment and Collection Act (32 & 33 Vict. c. 41), s. 19, seem to get over this difficulty, for it would seem to be the overseer's duty to enter the names of the occupiers of parts of the house in the rate-book, and if so, their failure to do so does not affect the qualification; and in *Wright v. Town Clerk of Stockport* (5 M. & G. 35), it was held that where the names of the landlord and of the several occupiers of parts of a factory were all inserted in the occupiers' column of the rate-book, and the rate was paid by the landlord, each occupier must be deemed to have been rated for the whole, and therefore for his part, and each must be taken to have paid the rate for the whole, and consequently for his part.

The effect of carrying out the provisions of the Parliamentary and Municipal Registration Act in respect to the occupiers of parts of houses, as the overseers are now called upon to do, will, at any rate in London, be to throw greatly increased labour and expense on the parochial authorities.

Before the Scarborough Court of Summary Jurisdiction on Monday, September 5, Sarah Hatfield was charged under the Licensing Act, 1872, with selling champagne without a license. Shirley (barrister) appeared for the defendant. On the chief constable for the borough commencing to examine the first witness for the prosecution, Shirley said, "May I ask if the chief constable proposes to conduct the case for the prosecution?"—*The Chief Constable*: "Yes, I do."—Shirley objected, and submitted that the case ought to be conducted by a legal practitioner.—*The Chief Constable*: "As the prosecutor in the case, I have a right to conduct it."—Shirley quoted *Jervis's Act*—11 & 12 Vict. c. 43, s. 12—which stated that a case of this kind should be conducted by "counsel or attorney." He did not know whether the chief constable came within either of those descriptions. If he did, of course he had a right to conduct the case. After a short consultation, the magistrates thought that the chief constable was competent to conduct the case. After two witnesses had been examined for the prosecution, the chief constable offered himself as a third witness. Shirley: "The chief constable has laid the information, and conducted the case for the prosecution, I submit that he cannot also give evidence for the prosecution. Perhaps he would like to decide the case too." The magistrate, however, overruled the objection, and the chief constable was sworn.

THE LAW OF LICENSING.

III.

PROTECTION ORDERS AND TRANSFERS.

A PROTECTION order is perhaps best known to the legal profession as that form of order under which a married woman, who has been badly treated by her husband, obtains protection for the earnings of her industry. For the licensed victualling world the term has a peculiar meaning of its own. For cases where a license drops during its currency by the removal, &c., of its holder, the Licensing Acts provide eight "special sessions" in the year to which application may be made for transferring the license to a new holder. As any sale under the license of another person would be (except in the case of a sale by executors, or trustees in bankruptcy, which is specially protected from the general penalties for sale without license by section 3 of the Licensing Act, 1872) a sale without license (for a license is always both personal and local), provision is made for an immediate resumption of sale pending the recurrence of the next special sessions. This provision is to be found in 5 & 6 Vict. c. 44. The first section (which is an exceedingly long one) of this Act enacts as follows:—

"At any petty sessions of justices of the peace, . . . at any time when no special session shall be holden, . . . it shall be lawful in those cases where justices of the peace assembled at a special session are empowered," by 9 Geo. 4 c. 61, "to transfer or grant licenses before the expiration thereof to sell exciseable liquors by retail in the same house or premises, in respect of which any person had been theretofore duly licensed, for the majority of the justices then present, . . . by indorsement of any license, . . . to authorize (if they shall deem it proper so to do, after examining upon oath all necessary parties) any person not disqualified by the said Act, to whom it shall be proposed, . . . to transfer or grant any such license, to use the business of a licensed victualler at the same house, . . . and the authority so granted shall continue and be in force until the then next ensuing special session which shall be holden, . . . and no longer; at which special session the justices then and there assembled, upon application made to them pursuant to the said Act, touching any transfer or grant of license to the party or parties to whom such authority shall have been so given at petty sessions as aforesaid, shall hear and dispose of such application according to the provisions of the said Act."

Upon this enactment it is to be observed (1) that no notices of any kind are necessary; (2) that the holder of the protection order must be the future holder of the license proposed to be transferred; (3) that the justices have absolute discretion to grant or refuse the protection order; and (4) that the granting or refusing the protection order in no way concludes the case or limits the discretion of justices at special sessions.

The cases in which transfers may be applied for are defined by the 4th and 14th sections of 9 Geo. 4, c. 61, the latter of which is the most involved and cumbersome enactment ever placed on the Statute-book. Strictly speaking the 4th section applies to transfers properly so called—i.e., to transfers *inter vivos*; while the 14th section applies to transmissions in case of the death, bankruptcy, &c., of the original holder. Attempts have been frequently made to separate the two sections, and to these attempts some colour is given by the interpretation of "transfer of a license" in section 72 of the Act of 1872, as meaning a "transfer made . . . in exercise of the power granted by the fourth section" of 9 Geo. 4, c. 61. And separable no doubt the sections are to some extent. Yet neither of them can be read into sense without the other. The 4th section directs the appointment of not less than four, nor more than eight special sessions in each year—

"At which special sessions it shall be lawful for the justices then and there assembled in the cases, and in the manner, and for the time hereinafter directed, to license such persons intending to keep inns theretofore kept by other persons

being about to remove from such inns as they, the said justices, shall, in the execution of the powers herein contained, and in the exercise of their discretion, deem fit and proper persons, under the provisions hereinafter enacted, to be licensed. . . ."

The 14th section (we fear we must trouble our readers with almost the whole of it) is on this wise:—

"If any person duly licensed under this Act shall (before the expiration of such license) die, or shall by sickness or other infirmity be rendered incapable of keeping an inn, or shall become bankrupt, . . . or if any person so licensed, or the heirs, &c., of any person so licensed shall remove from or yield up the possession of the house specified in such license; or if the occupier of any such house, being about to quit the same, shall have wilfully omitted or shall have neglected to apply at the general annual licensing meeting . . . for a license, . . . or if any house, being kept as an inn by any person duly licensed as aforesaid, shall be or be about to be pulled down, . . . or shall be, by fire, tempest, or other unforeseen and unavoidable calamity, rendered unfit for the reception of travellers, and for the other legal purposes of an inn; it shall be lawful for the justices assembled as aforesaid, at a special session holden under the authority of this Act, . . . in any one of the above-mentioned cases, and in such cases only, to grant to the person's heirs, &c., of the person so dying, or to the assigns of such person becoming incapable of keeping an inn, or to the assignee or assignees of such bankrupt, or to any new tenant or occupier of any house having so become unoccupied, or to any person to whom such heirs, &c., shall by sale or otherwise have made over his or their interest in the occupation and keeping of such house, a license, . . . or to grant to the person whose house shall as aforesaid have been pulled down, . . . or have become unfit for the reception of travellers, or for the other legal purposes of an inn, and who shall open and keep as an inn some other fit and convenient house, a license: . . . Provided also—"

But we will spare our readers the proviso. It is nearly as long as the section itself, its object being to prescribe a preliminary notice in case the application be "for a license to sell exciseable liquors by retail to be drunk or consumed [what is the difference between drinking and consuming liquors?] in a house or premises thereto belonging in which exciseable liquors shall not have been sold by retail to be drunk or consumed on the premises, by virtue of a license granted at the general annual licensing meeting next before such special session."

Returning to the section itself, upon which there have been many decisions, we think we may say that so special are the facts of each case, and so brief is each judgment, that no useful purpose would be served by examining them. Two points, however, of very great importance stand out as decided by authority. First, that the two sections can only operate upon *current licenses*, and if a license has been suffered to drop, the jurisdiction of the justices to transfer is gone, was decided in *Simpkin v. Justices of Birmingham* (L. R. 6 Q. B. 781). And it seems to have been held in *Reg. v. Rowell* (L. R. 7 Q. B. 490) that, in all cases arising under the 4th and 14th sections, the discretion of justices to grant or refuse a transfer is absolute. We should be disposed to question the correctness of the latter decision, and, at any rate, to hold the opinion that, upon applications for transfers, the grounds of refusal must be confined to grounds affecting the character of the applicant. And, as the point was decided in the days before an appeal lay, we should not be surprised to see it come up for review before our present Court of Appeal.

The difficulties under the transfer section which have not been touched by legal decision are many and various. For instance, there appears to be distinct power to transfer to more than one person in the case of executors. If three executors hold a license, are they equally liable for penalties? What is the *status* of a female holder of a license who marries during its currency? Ought she, or ought she not, to apply for a transfer to her husband? And if she should apply, have the justices jurisdiction to make the transfer? The case is a *casus omissus*, and it must be remembered that a transfer is authorized only

in the cases enumerated. What are the legal purposes of an inn beyond its being ready for the reception of travellers? How near the old premises must the "other fit and convenient house" be? These and many other questions might be asked, but it is more easy to ask than answer them. Instead of attempting an answer, we will state and endeavour to solve a difficulty which is more likely to arise in practice than any of them. We allude to the question how far notices are required.

The 40th section of the Licensing Act, 1872, is as follows:—

"Every person intending to . . . apply for the transfer of a license shall publish notice of such application as follows:—

"In the case of a transfer of a license he shall, fourteen days prior to one of the special sessions appointed by the justices for granting transfers of such licenses, serve a notice of his intention to transfer the same upon one of the overseers, &c. This notice shall be signed by the applicant or his authorized agent, and shall set forth the name of the person to whom it is intended that such license shall be transferred, together with the place of his residence, &c."

The difficulty we have in view is whether this requirement of preliminary notice applies only to transfers *inter vivos* by way of sale—that is, to transfers properly so called—or whether it applies to cases of transmissions also. Transmissions are included in the words "every person intending to apply for the transfer of a license," but the words "his intention to transfer the same" seem to point to a living transferor. On the other hand, the necessity for public knowledge of the antecedents of a proposed new holder seems to be as great in the case of a transmission as in the case of a transfer, and it would be no great straining of words to read "his intention to transfer the same" as if they had been "his intention to cause the same to be transferred." The practice is, we believe, to dispense with notices in the case of transmissions, and to require them only in the case of transfers properly so called. On the whole, however, we incline to the opinion that transmissions are included. The words "every person," &c., are affirmative and comprehensive, and do not seem to us to be deprived of their natural meaning by the words "his intention to transfer the same," which grammatically will just include "his intention to cause a transfer."

CORRESPONDENCE.

THE COURT OF APPEAL.

[To the Editor of the Solicitors' Journal.]

Sir,—A learned judge of first instance, in his first letter, speaks of miscarriage of justice in the Court of Appeal. In his second letter he says he did not mean by such an expression to exclude the House of Lords, though the latter, notwithstanding the fact of it being an appellate court, is not known by the name of "The Court of Appeal," and he adds that his intention was to question the expediency of the proposed change of the Court of Appeal. The learned judge recommends that, at any rate, some of the Lords Justices should go on circuit, and speaks of the success of the existing Court of Appeal as a ground for no alteration taking place. As he draws a distinction between the common law and equity courts, I would ask, Does he think it wise that judges selected from the common law bar should preside to reverse the decisions of Vice-Chancellors, and does he think that all the judicial members of the House of Lords should have acquired practical experience by having been accustomed to courts of assize?

London.

A RETIRED SOLICITOR.

A NOVELTY.

[To the Editor of the Solicitors' Journal.]

Sir,—I send you the enclosed cutting from the *Morning Post* of the 27th of August, as a novelty. Would not a barrister negotiating for business in the way suggested be liable to be disbarred?

INQUIRY.

[The following is the cutting referred to by our correspondent:—

LAW.—To Barristers commencing Practice.—The nucleus of a Sound Business can be secured by the advance of about £500 for an agreed term.—Address, in confidence, ———]

CASES OF THE WEEK.

WATER COMPANY—DISPUTE AS TO MEASUREMENT—CUTTING OFF SUPPLY—INJUNCTION.—In the case of *Bingham v. Sheffield Waterworks*, before Kay, J., Vacation Judge, on the 9th inst., a motion was made to restrain the defendants from cutting off or interfering with the supply of water to the plaintiff's house until the trial of the action. The plaintiff was an inhabitant of Sheffield, and the dispute between him and the company was as to the mode of measurement for the water supplied for use in the baths in the plaintiff's house, and also at whose cost the apparatus for measuring the supply should be furnished. On the 11th of November, 1880, Jessel, M.R. (his decision being subsequently confirmed by the Court of Appeal), held that the company were entitled to charge by measurement for water supplied to baths in addition to their water rate for ordinary domestic purposes. The question in the present action was not however then determined. The company now insist that consumers must either pay for water supplied to baths by a rate fixed by them, or by measurement to be ascertained by meter fixed at the cost of the consumer. The plaintiff, on the other hand, contends that the company have no power to force him to pay the cost of a meter. As the company had threatened to cut off the plaintiff's supply unless he paid them the rate demanded this motion was brought. Kay, J., eventually directed the motion to stand to the trial, the plaintiff undertaking, without prejudice to any question, to pay until the trial the rate demanded by the company, and the company undertaking to repay the excess (if any) if the decision should be against them, and not to interfere with the plaintiff's supply in the meantime.—SOLICITORS, *Pilman & Son*.

COPYRIGHT—INFRINGEMENT—SALE—AGREEMENT FOR PUBLICATION—REVISING PROOF.—In a case of *Hudson v. Remington*, also before Kay, J., on the 9th inst., a motion was made to restrain the defendant from infringing the plaintiff's copyright, and from publishing certain articles written by the plaintiff. The action was one for penalties and damages under the Copyright Acts, the plaintiff being the author of a series of articles called "The Convict Prisons in 1880." The defendants were the publishers of a periodical called "The Burlington," and they had published one of the plaintiff's articles in their August number. It appeared that the plaintiff had forwarded the articles to the defendants for approval by them, but they had not returned them, and had not made any arrangement as to payment. A proof of the article which appeared in the August number was, however, sent to the plaintiff for correction, and was returned by him revised to the defendants. The defendants now contended that that the arrangement with the plaintiff was one usual with magazines—namely, to pay him according to the regular scale of the magazine, and that by his returning the proof he had assented to such terms, and had disentitled himself to an *interim* injunction. Kay, J., on the whole considered that the plaintiff was not entitled to an injunction, and he directed the motion to stand to the trial, the plaintiff undertaking to keep an account.—SOLICITORS, *W. B. B. Paine; H. M. Pitts*.

PRACTICE—REDEMPTION ACTION—DISMISSAL OF ACTION—FORECLOSURE—BILL OF SALE—DELIVERY OF MORTGAGED

PROPERTY—INTERIM RECEIVER—DAMAGES.—In a case of *Payne v. Jacobs*, before Kay, J., Vacation Judge, on the 14th inst., the action was one to redeem the property comprised in a bill of sale, and an interim receiver was appointed. After the writ all matters in dispute were referred, and the arbitrator by his award found a large sum due to the defendant, and he ordered, upon payment, a re-conveyance and re-assignment of the property comprised in the mortgage, and in default, on the 22nd of August, that the action should be dismissed. The plaintiff had failed to pay the money found due, and the defendant now moved for an injunction to restrain the plaintiff from using or dealing with the property comprised in the bill of sale, and for a receiver. The defendant alleging that the whole of the plaintiff's stock-in-trade was comprised in the bill of sale, and that he was dealing with the same improperly, had obtained the appointment of an interim receiver. The motion now came on to be heard. The plaintiff alleged that the bill of sale did not comprise any after-acquired property, that the defendant could have taken possession of the mortgaged property without any necessity for the motion, and asked that it might be dismissed. He also contended that the appointment of the interim receiver of the whole of the plaintiff's stock-in-trade, had injured the plaintiff's business, and asked for an inquiry as to any damages sustained by him. KAY, J., as the plaintiff was willing to give up possession of the property comprised in the bill of sale, made an order for him to do so. He also discharged the receiver, and gave the parties liberty to apply as to the costs of the motion, as to damages inflicted on the plaintiff, and generally.—**SOLICITORS, Bower & Cotton; W. R. Steele.**

AGREEMENT NOT TO PRACTISE AS AUCTIONEER—COLLECTING RENTS—BREACH—INJUNCTION.—In a case of *Newdick v. Gibbons*, also before Kay, J., on the 14th inst., a motion was made to restrain the defendant from carrying on the business of an auctioneer within ten miles from Staines in breach of an agreement with the plaintiff. It appeared that the defendant had for some time been collecting rents within the above radius, and it was submitted that he was thereby committing a breach of the agreement, an auctioneer's business being partly the collection of rents. For the defendant it was contended the rent collecting was not part of an auctioneer's business any more than it would be of an accountant or a solicitor, and that no injunction should be granted. KAY, J., was rather in favour of the defendant on the construction of the agreement, but in order not to prejudice the question he would allow the motion to stand to the trial.—**SOLICITORS, Terrell; Deane, Chubb, & Co.**

INJUNCTION—BREACH OF AGREEMENT TO GRANT RIGHT OF WAY—RECTIFICATION.—In a case of *Vargues v. Royal London Panorama*, also before Kay, J., on the 14th inst., the action was for the specific performance of an agreement (*inter alia*) to give the plaintiff a right of passage from the defendants' premises to a restaurant kept by him. The defendants' premises were completed in July, but they had not given the plaintiff, as he alleged, his right of way, and only permitted the public to pass on payment of one shilling each, the price of entry to their panorama. The plaintiff now moved for an injunction to restrain the defendants preventing him having access until the trial. The defendants had filed affidavits raising a case of mistake as to the agreement and circumstances showing that they would have a right to have it rectified. KAY, J., on these grounds, and having referred to the uncertain character of the agreement, said he could not grant any injunction, and directed the motion to stand to the trial.—**SOLICITORS, Carr, Fulton, & Carr.**

We are requested again to state that at the Intermediate Examination, to be held in November next, and at future examinations, candidates will be examined, as heretofore, on Stephen's Commentaries on the Laws of England, but omitting book 4 on Public Rights, forming portions of volumes 2 and 3.

OBITUARY.

MR. HENRY LATHAM, JUN.

Mr. Henry Latham, jun., solicitor (of the firm of Wood, Latham, & Bigg), of 6, Raymond-buildings, Gray's-inn, was killed near Grindelwald, Switzerland, on the 4th inst. Mr. Latham was the son of Mr. Henry Latham, one of the registrars of the Chancery Division, and was born in 1849. He was admitted a solicitor in 1874, and he had been for the last few years in partnership with Mr. Charles Oliver Bigg, the firm having a very extensive agency connection. About a month ago Mr. Latham started for a vacation tour to Switzerland, and he had made several successful ascents. On Sunday, the 4th inst., he started alone from Grindelwald, with the intention of ascending the Bourq. As he did not return to the hotel in the evening, a search was made, and, early the next morning, his dead body was found buried in the snow. It is supposed that his fall was caused by a slip on the ice or loose stones near the summit of the mountain.

MR. FREDERICK CURREY, F.R.S.

Mr. Frederick Currey, barrister, F.R.S., died on the 8th inst. Mr. Currey was the son of Mr. Benjamin Currey, many years Clerk of the Parliaments, and was born in 1819. He was educated at Eton and at Trinity College, Cambridge, where he graduated as a senior optime in 1846. He was called to the bar at Lincoln's-inn in Easter Term, 1844, and had practised for many years as an equity draftsman and conveyancer. Mr. Currey was, however, best known as an eminent botanist. He was a fellow of the Linnean Society, to which body he was secretary from 1860 till 1880, when he became vice-president and treasurer. He was also a fellow, and a member of the Council, of the Royal Society. He had formed a celebrated and valuable collection of *fungi*, which he is understood to have bequeathed to Kew Gardens.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

LLAY HALL COAL, IRON, AND FIRE BRICK COMPANY, LIMITED.—Petition for winding up, presented Sept 7, directed to be heard before the Vacation Judge on Sept 21. Davidson and Morris, Queen Victoria st, solicitors for the petitioner.

ST. JOHN'S STREET (BRADFORD) THEATRE AND CONCERT HALL COMPANY, LIMITED.—By an order made by Cave, J., dated Aug 31, it was ordered that the above company be wound up. Layton and Jacques, Ely pl, agents for Neill, Bradford, petitioner's solicitor.

ST. MICHAEL'S GAS COMPANY, LIMITED.—Petition for winding up, presented Aug 30, directed to be heard before the M.R. on Nov 6. Webb and Co, Queen Victoria st, solicitors for the petitioner. [Gazette, Sept 9.]

BELGRAVIAN ICE COMPANY, LIMITED.—Petition for winding up, presented Sept 6, directed to be heard before the Vacation Judge, at Rolls yd, Chancery lane, on Sept 21. Rogers and Chave, Queen Victoria st, solicitors for the petitioner.

GROSVENOR CO-OPERATIVE STORES, LIMITED.—Creditors are required, on or before Oct 14, to send their names and addresses and particulars of their debts or claims to John Howard, 8, Old Jewry. Oct 27 at 12 is appointed for hearing and adjudicating upon the debts and claims.

LONDON AND PARIS DRESS AND MILLINERY ASSOCIATION, LIMITED.—The M.R. has, by an order dated Aug 4, appointed Edward Lowellyn Ernest, Queen st pl, to be official liquidator.

SILVER VALLEY MINES, LIMITED.—By an order, dated Aug 26, made by Cave, J., it was ordered that the above company be wound up. Beall and Co, Queen Victoria st, solicitors for the petitioner.

SOCIETY OF AFRICAN TRADERS, LIMITED.—Petition for winding up, presented Aug 30, directed to be heard before the Vacation Judge on Sept 21. Miller and Vernon, Moorgate st, solicitors for the petitioner.

TURNBULL PATENT PONTOON DOCK AND SHIPWAY COMPANY, LIMITED.—Petition for winding up, presented Sept 6, directed to be heard before the Vacation Judge, at Rolls yd, Chancery lane, on Sept 21. Hickin, Serjeants' inn, Fleet st, agent for Wray, Bridlington Quay, solicitor for the petitioner. [Gazette, Sept. 13.]

UNLIMITED IN CHANCERY.

MIDDLESBROUGH, REDCAR, SALTBURN-BY-THE-SEA, AND CLEVELAND DISTRICT PERMANENT BENEFIT BUILDING SOCIETY.—KAY, J., has fixed Sept 16 at 1.15, at the chambers, Rolls yd, Chancery lane, for the appointment of an official liquidator. [Gazette, Sept. 9.]

NEW ORDERS.

ORDER OF COURT.

Thursday, the 8th day of September, 1881.

I, the Right Honourable Roundell Baron Selborne, Lord High Chancellor of Great Britain, do hereby order and direct that all causes and matters which on the 27th day of August, 1881, were pending before the Right Honourable Sir George Jessel, as a judge of her Majesty's High Court of Justice, be and stand transferred until further order to Mr. Justice Chitty, and shall be marked with his name.

And I do further order that the chief clerks and other clerks and officers heretofore attached to the chambers of the Master of the Rolls continue to perform the same duties in relation to Mr. Justice Chitty as those which they have hitherto performed for a judge of the Chancery Division of her Majesty's High Court of Justice.

And I do further order that the court and chambers heretofore used by the Master of the Rolls, as a judge of the Chancery Division of the said court, shall be and continue attached to the said Mr. Justice Chitty.

And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice. SELBORNE, C.

Whereas it is expedient that a portion of the causes transferred to Mr. Justice Chitty by order dated the 8th day of September, 1881, should, for the purpose only of trial or hearing, be transferred to Mr. Justice Kay: Now, I, the Right Honourable Roundell Baron Selborne, Lord High Chancellor of Great Britain, do hereby order and direct that of the causes transferred to Mr. Justice Chitty by the said order dated the 8th day of September, 1881, the several causes standing for trial or hearing set forth in the schedule hereto be transferred from Mr. Justice Chitty to Mr. Justice Kay for the purpose only of trial or hearing, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

Schedule.

Denman v Cripps act, wits 1880 D 1,389
 Drum Slate Quarries Co v Spence act, wits 1879 D 154
 Tomkins v Martin act, wits 1880 T 67
 Verminck v Edwards act, wits 1879 V 654
 Thornton v Haley act, wits 1880 T 1,459
 Arden v Griffith act, wits 1881 A 209
 Plachfield v Wetzlar act, wits 1881 F 380
 Re Elmsall, Elmsall v Edmonds act, wits 1881 E 537
 Harwood v Bates act, wits 1881 H 526
 Kempson v Bates act, wits 1881 K 126
 Hobbs v Midland Railway Co act, wits 1880 H 0,323
 Re Marsden, Marsden v Marsden act, wits 1881 M 81
 Nicoll v Evans act, wits 1880 N 39
 Lewis v Flavar act, wits 1880 L 2,383
 Lake v Hundred of Hoo Railway Co act, wits 1881 L 28
 Blois v Southwold Railway Co act, wits 1881 B 1,718
 Cole v Powell Powell v Cole act, wits 1881 C 855 1881 P 634
 Re Digby, Digby v Digby act, wits 1880 D 322
 Learoyd v Tibbetta act, wits 1880 L 1,322
 Teesvan v Teesvan act & m f j, wits 1880 T 6,360
 Brenner v Sutton act, wits 1880 B 3,795
 Re Sharpe, Sharpe v Sharpe act, wits 1880 S 411
 Benham v Irvine act, wits 1881 B 823
 Re Bamlett, Newman v Alcock act, wits 1880 N 780
 Whitehead v Charlesworth act, wits 1879 W 442
 Lloyd v Arnold act, wits 1881 L 732
 McGill v Collingridge act, wits 1881 M 550
 White v Foot act, wits 1881 W 412
 Re Shorey, Shorey v Jones act, wits 1881 S 1,531
 Whitaker v Baldwin act, wits 1881 W 1,078
 Thurgood v Oakman act, wits 1881 T 617
 Booth v Rhodes act, wits 1880 B 5,122
 Re Cottrell, Woods v Cottrell act, wits 1880 C 2,390
 Woodin v Evans act, wits 1879 W 350
 Nelson v Wood act, wits 1880 N 0,300
 Nye v Bradbury act, wits 1880 N 1,060
 Jones v Owens act, wits 1880 O 25
 Mundy v Duke of Rutland act, wits 1880 M 60
 Re Ewing, Ewing v Ewing act, wits 1880 E 31

Reynolds Bros v Williams act, wits 1880 R 1,718
 Re Martin, Howarth v Smith act & m f j, wits 1880 M 1,441
 Large v Bradley act, wits 1879 L 65
 Briggs v Deighton act, wits 1880 B 2,398
 Richardson v Local Board of Broadstairs act, wits 1881 R 562
 Francis v Hayward act, wits 1881 F 108
 Batchelor v Gilbert act, wits 1880 B 5,024
 May v Churchill act, wits 1880 M 1,363
 Martin v Bolland act, wits 1881 M 173
 Re Benson, Powers v Murrey act, wits 1881 B 1,382
 Brookfield v Board of Health for Worsborough act, wits 1880 B 5,162
 Smart v Shelton act, wits 1880 S 3,381
 Moore v Bennett act, wits 1880 M 94
 Pallas v Gerli act, wits 1880 P 1,881
 Sample v Stahlachmidt act, wits 1880 S 3,966
 Re Kennedy, Tyser v Jackson act, wits 1881 K 122
 Gibb v The Great Southern Mysore Gold Mining Co act, wits 1881 G 813
 Mumby v Downing act & m f j, wits 1881 M 1,832
 Taylor v Thompson act, wits 1881 T 676
 Shepard v Jones act, wits 1881 S 1,709
 Roberts v Mayor and Commonalty and Citizens of London act, wits 1881 R 427 SELBORNE, C.

COUNTY COURTS.

An Order in Council has been issued by which it is directed that on and after the 30th day of September, 1881, the county court now holden by the name of "the county court of Lancashire holden at Poulton-le-Fylde" shall be holden by the name of "the county court of Lancashire holden at Blackpool," and the said court now holden at Poulton-le-Fylde shall be holden from such time aforesaid at Blackpool, instead of at Poulton-le-Fylde.

AUTUMN ASSIZES.

In pursuance of the Winter Assizes Act, 1876 and 1877, Orders in Council have been issued combining certain counties for the purpose of holding the ensuing Autumn Assizes, whereby it is directed that assize county No. 1 shall consist of Cumberland and Westmoreland, the assizes to be held at Carlisle; No. 2 shall consist of the Northern and Salford division of the county of Lancaster, the assizes to be held at Manchester; No. 3 shall consist of the North and East Riding division and the West Riding division of the county of York, the assizes to be held at York; No. 4 shall consist of the counties of Lincoln and Nottingham and the county of the city of Lincoln, the assizes to be held at Nottingham; No. 5, of Derby, Leicester, and Rutland, the assizes to be held at Leicester; No. 6, of Northampton, Bedford, and Buckingham, the assizes to be held at Bedford; No. 7, of Norfolk and Suffolk, the assizes to be held at Norwich; No. 8, of Huntingdon and Cambridge, the assizes to be held at Chesterton; No. 9, of Hertford, and so much of the county of Essex as is not within the Central Criminal Court district, the assizes to be held at Chelmsford; No. 10, of Sussex, the county of the city of Canterbury, and so much of the county of Kent as is not within the Central Criminal Court district, the assizes to be held at Maidstone; No. 11, of Oxford and Berks, the assizes to be held at Oxford; No. 12, of Worcester, Hereford, Monmouth, Gloucester, and the county of the city of Worcester, the assizes at Gloucester; No. 13, of Salop and Stafford, the assizes at Stafford; No. 14, of Southampton, Wilts, and Dorset, the assizes at Winchester; No. 15, of Devon and Cornwall, the assizes at Exeter; No. 16, of Somerset and Bristol, the assizes at Bristol; No. 17, of Chester, Montgomery, Merioneth, Carnarvon, Anglesea, Denbigh, and Flint, the assizes at Chester; No. 18, of Glamorgan, Carmarthen, Pembroke, Haverfordwest, Cardigan, Brecknock, and Radnor, the assizes at Swansea; No. 19, of the county of Northumberland, and the town and county of the town of Newcastle-upon-Tyne, the assizes at Newcastle-upon-Tyne. Separate commissions will be issued in respect of the West Derby Division of the county of Lancashire, the assizes for which will be held at Liverpool; for Durham county the assizes to be held at Durham; and for Warwick county, the assizes to be held at Warwick. Prisoners only will be tried at these assizes, which are expected to open on the 25th of October.

DISSOLUTION OF PARTNERSHIP.

JOHN LATHAM and ROBERT BYGOTT, Sandbach and Crewe, solicitors. July 1. [Gazette, September 13, 1881.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

DELANEY, JOSEPH FRANCIS, Valparaiso, Chili, South America, Engineer. Dec 5. Paterson v Flint, M.R. Paterson, Bouverie st, Fleet st

FISKE, ISAAC, Stanton, Suffolk, Yeoman. Oct 1. Baker v Holden, V.C. Hall. Hairs, Wormwood st

DE LA MOTTE, SOPHIA, Craven hill gardens, Bayswater. Sept 30. FAUNCEY v De la Motte, Fry, J. Taylor, Farnival's inn, Holborn [Gazette, Sept. 2.]

FURSE, WILLIAM, Redcross st, Dressing Case, Manufacturer. Oct 10. Wigglesworth v Furse, the Judge to whose court this action is attached. Pratt, Old Jewry chambers

[Gazette, Sept. 6.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25.

LAST DAY OF CLAIM.

AMER, STEPHEN, the younger, Birkenhead, Bookbinder. Oct 1. Bende Moore, Birkenhead

ANDREWS, JOHN BENJAMIN, Hythe, Kent, Esq. Oct 6. Fielding, Queen st, Cheapside

BASTIN, ANN, Camden st, Kensington. Sept 20. Gould, Exeter

DIOWERS, WILLIAM HENRY, Eochenswell, Southampton, Esq. Oct 14. Cookson and Co, New sq, Lincoln's inn

DRAVER, MARTHA, Clifton, Gloucester. Oct 15. Sparks and Blake, Crowkerne

DREW, WALTER, Brookdale, Devon, Yeoman. Oct 1. Grove, Brixham

ENGLISH, SARAH, Whitby, York. Sept 17. Buchan and Sons, Whitby

EVENS, JANE, Chester st, Birkenhead. Oct 1. Bende Moore, Birkenhead

FLETCHER, WILLIAM TETLOW, Hollinwood, Lancaster, Blacksmith. Oct 1. Darniton and Bottomley, Ashton under Lyne

GENT, THOMAS, Northampton, Grocer. Sept 21. Wilkins and Co, St Swithin's lane

GLANDERDING, FRANK BAYLY, Starcross, Devon, Gent. Oct 9. Huggins, Exeter

GOSTLING, JANE, West Bath, Somerset. Oct 6. Harries and Co, Coleman st

HUGHES, JAMES CLAUDIUS, River st, Putney, Auctioneer's Clerk. Sept 30. Stoker, Gray's inn sq

JONES, WILLIAM, Birmingham, Builder. Oct 20. Round, Tipton

MACQUILLTER, JANET, Connaught st, Hyde Park sq. Sept 30. Wright, Walbrook

MARTEL, WILLIAM GRIMWOOD, Leicester sq, Silk Mercer. Sept 30. Cavell, Waterloo pl, Pall Mall

MARSHBORN, GEORGE, Tuxford, Nottingham, Auctioneer. Oct 1. Boscobly, East Bedford

MICHAEL, JOSEPH, Moorcroft House, Uxbridge. Oct 10. Watney and Co, Clement's lane

NOBLE, MATTHEW, Thurstonland, York, Farmer. Oct 1. Bottomley, Huddersfield

PEIRCHARD, ANNE, Kingston, Hereford. Oct 1. Bowen, Kingston

ROBERTSON, ELLIOT LARKINS, Queen's guns, Paddington, a Colonel in Her Majesty's Army. Oct 1. Hardisty and Rhodes, Great Marlborough st

SHEPARD, MARY FANNY GADSBY, Ardwick within Manchester. Oct 15. Makinson and Co, Manchester

SIMMONS, JOHN, Icklesham, Sussex, Farmer. Nov 1. Dawes, Rye

SIMMONS, WILLIAM, Wittersham, Kent, Farmer. Nov 1. Dawes, Rye

SWANSCOTT, DAVID, Manafon, Montgomery, Farmer. Sept 23. Woosham, Newtown

TAPP, MARY ANN, Clifton, Bristol. Oct 15. Sparks and Blake, Crowkerne

TARRANT, WILLIAM, Liverpool, Merchant. Sept 30. Garnett and Tartsel, Liverpool

THOMAS, GEORGE, Bridgnorth, Salop, Miller. Sept 30. Harley Kough, Shrewsbury

[Gazette, Sept. 2.]

CALVIN, REBECCA, Liverpool. Dec 1. Whitaker, Lancaster pl, Strand

DEAN, HARRIET, Bridlington Quay, York. Oct 10. Reed and Winter, Kingston upon Hull

DREW, GEORGE KNOWLES, Dildot, Berks, Innkeeper. Oct 14. Crowdy and Son, Faringdon

DUFFIELD, WILLIAM, Birmingham, Retired Clothier. Sept 29. Wood and Son, Birmingham

DYSON, WILLIAM GEORGE, Huddersfield, Wool Merchant. Dec 1. Bottomley, Huddersfield

ELLIS, SAMUEL, Staresbrook, Essex, Esq. Nov 7. Hudson and Co, Bucklersbury

EVES, WILLIAM, Norton, Malton, York, Lime Burner. Oct 1. Jackson, Malton

GRAY, EDWARD, Sheffield, Saddler. Oct 15. Rodgers and Co, Sheffield

GRAY, SUSANNAH, Edenfield, Lancaster. Oct 3. Grundy, Bury

GREEN, CHARLES EDWARD, College crescent, Finchley rd, Outfitter. Nov 12. Cole, Borough High st

HAYDON, JOSEPH, Newmarket All Saints, Cambridge, Trainer of Horses. Oct 11. York, Newmarket

HOLLOWAY, CORNELIUS HARRIS, Uley, Gloucester, Gent. Sept 12. Franchillon, Dursley

HOLROYD, JAMES, Byfleet, Surrey, Corn Miller. Nov 1. Torr and Co, Bedford row

JENN, GEORGE, Bishop's Sutton, Southampton, Farmer. Oct 1. Bowker and Son, Winchester

LAWLOR, REV DAVID, Blackbrook, nr St Helen's, Clerk. Sept 11. Barrow and Cook, St Helen's

LEWIS, SAMUEL, Great Waltham, Essex, Innkeeper. Nov 1. Tanner, Chelmsford

MALPAS, EDMUND, Worcester, Wine Merchant. Oct 15. Price Hughes, Worcester

MASSIN, WATKIN, Croydon, Surrey, Esq. Oct 13. Birch and Co, Chester

MOORE, FIELDING, Leicester, Contractor. Nov 1. Miles and Co, Leicester

NOBLE, JOHN, Leicester, Gent. Nov 1. Stevenson and Son, Leicester

PICKERING, MARY, Pickering, York. Oct 1. Whitehead, Pickering

SMITH, ROBERT DRON, Bradford, York, Builder. Oct 31. Rawson and Co, Bradford

SUDLOW, HANNAH FRANCIS, Eccles, nr Manchester. Oct 30. Store and Lloyd, Manchester

TOMLINSON, JAMES, Norbury, Chester, Bricksetter. Sept 30. Johnson, Stockport

TRAVIS, JOSEPH, Manchester, Dairyman. Oct 3. Fox, Manchester

WATSON, HELEN, Matlock Bridge, Derby. Oct 1. Crofton, Manchester

[Gazette, Sept. 6.]

AVERYLY, JAMES, Featherstone st, St Luke's, Gas Fitter. Nov 1. Matthews and Wells, Southampton bldgs, Chancery lane

BAKER, EMMA, Fenton, Stafford. Oct 30. Adderley and Marlett, London

BANKS, JOHN, the younger, Howden Hall, York, Gent. Oct 29. Green, Howden

BATEMAN, WILLIAM KENYON, Love lane, Billingsgate, Fish Factor. Oct 15. Walker and Co, Gresham bldgs, Basinghall st

BENJAMIN, WILLIAM, St John's Wood rd, Wine Merchant. Oct 1. Ellis, Bedford row

BENNER, EMMANUEL, Pinchbeck, Lincoln, Retired Farmer. Oct 11. Stableforth, Holbeach

BOWCHER, JESSIE ANN, Brighton rd, Stoke Newington. Nov 1. Dodd, New Broad st

BROWNE, HENRY, Albion rd, Stoke Newington, M.D. Oct 11. Pallance, Cheapside

BURCH, MARY, Crowborough, Sussex. Nov 15. Vinnall, Lewes

CANNELL, MARGARETTA, Liverpool. Oct 31. Bill, Walsall

DOWSE, FRANCES, Victoria grove, West Brompton. Oct 17. Hutton and Westcott, Strand

FARRER, ELLIS TAYLOR, Highbledon Court Farm, Gloucester, Farmer. Sept 15. Gregg, Ledbury

FRANKLAND, GEORGE, Walton, nr Liverpool, Gent. Oct 12. Anthony and Imlach, Liverpool

GIBSON, ELIZA, Hampton Wick, Hotel Keeper. Oct 29. Smith, Denbigh st, Pimlico

GULLIVER, EDWARD, Gloucester, Gent. Oct 20. Taynton and Sons, Gloucester

HERBERT, MARY, Belsize-rd, St. John's Wood. Oct 17. Johnson, Gray's inn sq

HIGHTON, GEORGE, Liverpool, Gent. Oct 9. Banks and Kendall, Liverpool

HODGES, JAMES, Clifford, Hereford, Steward. Oct 10. Hutchings, Hereford

MACLEAN, WILLIAM, Chorrillos, Peru. Oct 15, Dec 15. Flux and Co, East India avenue

MICCHELL, THOMAS, Whitehaven, Cumberland, Provision Dealer. Oct 10. Brockbank and Co, Whitehaven

NOBLE, GEORGE JAMES LUSH, Bath, Esq. Oct 6. Cattarns and Co, Mark lane

PICKARD, JOSEPH, Measham, Derby, Schoolmaster. Nov 1. Smith and Mammatt, Ashby-de-la-Zouch

REYNOLDS, BARTER, Greenwich, Gent. Nov 1. Briatow, London st, Greenwich

RIPLEY, JULIA, Lancaster. Oct 31. Maksted and Gibson, Lancaster

ROBERTSON, FANNY, Tickhill, York. Nov 1. Nicholson and Co, Wath, nr Rotherham

RYCHOFF, MARY, Bradford, York. Oct 3. Atkinson, Bradford

SHYKER, RICHARD, Little Drayton, Salop, Builder. Oct 23. Onions, Market Drayton

SMITH, GEORGE KEITH, Gosport, Southampton, Wine Merchant. Nov 1. Wilkinson and Drew, Bermondsey st

STONE, JOHN SPENCER, Callington, Stafford, Esq. Oct 20. Hinckley and Co, Lichfield

TAYLOR, PETER, Banks, nr Southport, Lancaster, Brickmaker. Oct 6. Threlfall, Southport

WEAVER, WILLIAM, Worcester, Boot Manufacturer. Oct 6. Stallard and Son, Worcester

WINDLE, RICHARD WILLIAM, Bidford, Warwick, Gent. Oct 1. Knowles, Liverpool

[Gazette, Sept. 6.]

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GWYNN.—Aug. 31, at 35, Corawalls-crescent, Clifton, the wife of H. T. M. C. Gwynn, solicitor, of a son.

HENN.—Aug. 25, at Riversdale, Ballina, county Mayo, the wife of F. Blackburne Henn, barrister-at-law and Resident Magistrate, of a daughter.

OWEN.—Aug. 31, at 5, Sloane-terrace, S.W., the wife of E. Annesley Owen, barrister-at-law, of a daughter.
STEVENS.—Sept. 1, at 2, Beverley-road, South Penge-park, the wife of H. Venn Stevens, solicitor, of a son.
WOODROFF.—Sept. 6, at 6, Clarendon-place, Hyde-park-gardens, the wife of J. T. Woodroffe, barrister-at-law, of a daughter.

MARRIAGE.

DEANE-ELLIS.—Aug. 30, at Chudleigh, Ralph Hawtrey Deane, of Lincoln's-inn, barrister-at-law, to Anne Cordell, daughter of John Ellis, of The Elms, Chadleigh.

DEATH.

LATHAM.—Sept. 3, at Grindelwald, Switzerland, Henry Latham, of The Grove, Kentish Town, and Raymond-buildings, Gray's-inn, aged 32.

The prospectus of the National Excursion Steamship, Colliery, and Salvage Company (Limited) has been issued. The capital is £250,000 in 250,000 shares of £1 each. The special advantages to shareholders are stated to be that every shareholder in the company will be entitled, for every share he holds, to two first-class return tickets for a passage between London or Blackwall and Boulogne at five shillings each, being a reduction of ten shillings each below the usual charges, which vary from thirteen shillings to eighteen shillings and sixpence, or an average of fifteen shillings; or in lieu thereof, at his option, will be entitled to five first-class return tickets between London or Blackwall and Margate, at two shillings each, being a reduction of four shillings each on the usual prices, and in either case realizing, practically, a gain or bonus equal to a return of the entire amount of his investment; or in lieu thereof he will be, in like manner, entitled to four tons of the best coal from the company's collieries, delivered carriage free within three miles of any of the company's depôts in London or suburbs, at a reduction of five shillings per ton below the current price of the day for best coal charged by such of the leading merchants as shall be adopted as a standard by the Board of Directors, from time to time. These various rates for excursions and coals are stated to be fixed upon data that, nevertheless will leave a sufficient margin of profit to yield satisfactory dividends to the investors. The right to these advantages will be represented by tickets or coupons to accompany the share certificates upon the payment of the last instalment payable on each share, and what is important to investors is, that they may be sold and transferred without cost or undue formality, so that any shareholder who does not require for himself, his friends, or his family to use the privileges, can sell them and realize a handsome profit over and above his dividends. These coupons may also be used as presents or gifts for charitable purposes. They will be valid for five years, and holders can defer using them to suit their convenience within that period, but the directors reserve to themselves the right to regulate the order in which the shareholders shall avail themselves of the benefit to be derived from the excursion or coal coupons. The special principle and medium whereby the foregoing advantages to shareholders are possible, are stated to arise from the simple fact of the customers being largely provided by the shareholders themselves, thereby avoiding loss from want of custom, and heavy commissions to middlemen, and other expenses incidental to obtaining business. The list of applications will be opened on Saturday, the 17th inst., and will be closed for both town and country on Tuesday, the 27th inst.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Sept. 9, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Belleville, Herman, and Henry Heergot, Westminster Bridge rd, Hairdressers. Pet Sept 6. Brougham. Sept 23 at 12
 Burchill, Henry, Central Meat Market, Mont Saloman. Pet Sept 6. Brougham. Sept 23 at 11
 Owen, J., Bishopsgate st, Merchant. Pet Sept 6. Brougham. Sept 23 at 1

Worley, Alfred William, Newington Butts, Woolen Draper. Pet Sept 5. Brougham. Sept 20 at 12.30

To Surrender in the Country.

Beatty, William, Barrow-in-Furness, Caretaker and Milk Dealer. Pet Sept 7. Postlethwaite. Ulverston, Sept 7 at 2
 Chase, William Scott, South Shields, Grocer. Pet Sept 6. Ingledew. Newcastle, Sept 20 at 11
 Derosa, Julio, and Carl Muller, Manchester, Commission Agents. Pet Sept 6. Lister. Manchester, Oct 3 at 12
 Embry, John, St Leonards, Hereford, Farmer. Pet Sept 1. Carlless, jun. Hereford, Sept 23 at 10
 Howson, William Henry, Gloucester, Wine Merchant. Pet Sept 6. Haines. Gloucester, Sept 21 at 11
 Jennings, Nathan, Thornton, near Brighthelm, Stone Merchant. Pet Sept 6. Leo. Bradford, Sept 21 at 12
 Pound, Henry, Shrivensham, Berks, Miller. Pet Aug 30. Townsend. Swindon, Oct 12 at 3
 Scott, John Howard, Longsight, near Manchester, Wire Rope Manufacturer. Pet Sept 6. Lister. Manchester, Sept 20 at 12
 Woolrich, Alfred, Liverpool. Tailor. Pet Sept 1. Cooper. Liverpool, Oct 4 at 12

TUESDAY, Sept. 13, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Dowd, David James, Coldharbour lane, Innkeeper. Pet Sept 9. Brougham. Sept 23 at 12.30
 Townsend, T., Maryland rd, Harrow rd, Greengrocer. Pet Sept 6. Brougham. Sept 23 at 1

To Surrender in the Country.

Bull, Harry James, Woodlea rd, Stoke Newington, Auctioneer. Pet Sept 6. Pulley. Edmonton, Sept 27 at 12
 Derry, Thomas, Canterbury, Licensed Victualler. Pet Sept 9. Furlay. Canterbury, Sept 23 at 2
 Graham, Thomas, Newcastle-upon-Tyne, Provision Merchant. Pet Sept 9. Ingledew. Newcastle, Sept 20 at 11
 Morris, William Charles, Wincoburn, Kingston-upon-Hull, Licensed Victualler. Pet Sept 8. Rolitt. Kingston-upon-Hull, Sept 29 at 3
 Potter, Henry Samuel, Manchester, Solicitor. Pet Sept 5. Lister. Manchester, Sept 20 at 12
 Rees, John, Aberdare, Travelling Draper. Pet Sept 10. Williams. Aberdare, Sept 24 at 11
 Smart, Francis, Southsea, Commercial Traveller. Pet Sept 7. Burbridge. Portsmouth, Sept 26 at 12
 Willis, Thomas Harrison, Birmingham, Grocer. Pet Sept 8. Cole. Birmingham, Sept 24 at 11

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Sept. 9, 1881.

Adams, David, Tue Brook, Liverpool, Builder. Sept 21 at 2 at offices of Cowle, South John st, Liverpool
 Ashby, Thomas Philip, Durham, Saddler. Sept 22 at 11 at offices of Armstrong, Westgate rd, Newcastle on Tyne
 Beresford, James, Leeds, Clock Case Maker. Sept 21 at 2.30 at offices of Ford and Warren, Albion st, Leeds
 Bidwell, Alfred, Cardiff, Tailor. Sept 22 at 10.30 at offices of Cousins, St Mary st, Cardiff
 Bowden, George, East Stonehouse, Devon, Bookseller. Sept 16 at 11 at offices of Sellick, Clock Tower chambers, George st, Plymouth
 Brown, James, Berwick upon Tweed, Grocer. Sept 22 at 3 at offices of Stanford, Collingwood st, Newcastle on Tyne
 Cheatham, James, Southport, Lancaster, Builder. Sept 23 at 3 at offices of Stoad and Co, The Temple, Dale st, Liverpool
 Comfort, James, Battle, Sussex, Bricklayer. Sept 23 at 12 at offices of Sheppard, Battle
 Cottrell, Joseph Slack, Wednesbury, Stafford, Draper. Sept 22 at 3 at offices of Ebsworth, Cannon st, Birmingham
 Cowley, Albert, Lower Sloane st, Baker. Sept 23 at 11 at offices of Hughes and Co, King's rd, Sloane sq
 Cutting, Charles, jun, Manchester, Provision Merchant. Sept 20 at 11 at offices of Addleshaw and Warburton, Norfolk at Manchester
 Davies, John, Longton, Stafford, Grocer. Sept 23 at 3 at offices of Hollinshead, Tunstall
 Davies, Rees, Carmarthen, Grocer. September 22 at 3 at offices of Baines, Fisher st, Swansea
 Davis, Richard George, Southend-on-Sea, Brick Maker. Sept 29 at 3 at offices of Christmas, Walbrook
 Dollman, Charles, Monkwell st, Commission Merchant. Sept 22 at 2 at offices of Goldberg and Langdon, West st, Finsbury circus
 Drielsma, David, Liverpool, Jeweller. Sept 25 at 2.30 at offices of Lyon and Reynolds, Old Castle bldg, Preson's row, Liverpool
 Edwards, James, Oswestry, Salop, Innkeeper. Sept 22 at 3 at Crown Inn, Oswestry. Hignett, Shrewsbury
 Frenckley, John, and Joseph Frenckley, West Bromwich, Brick Manufacturers. Sept 30 at 11 at offices of Shakespeare, Church st, Oldbury
 Freeman, Joseph Toll, Dimsdale rd, Fulham rd, Mineral Water Manufacturer. Sept 17 at 3 at offices of Sheppard, Curtain rd
 Gibbs, Thomas Henry, Milford lane, Strand, Licensed Victualler. Oct 4 at 10 at offices of Norman, Great Marlborough st
 Gilbert, James Briscoe, Liverpool, Boot Dealer. Sept 22 at 2 at offices of Browne, Hatton Garden
 Gooderson, William, Devonshire st, Milo End, Corn Factor. Sept 23 at 11 at 40, Bromley st, Commercial road East. Hicks, Victoria park rd

Girlin, George, Banbury, Coachmaker. Sept 26 at 1 at offices of Kilby and Mace, High st, Banbury

Graveley, Edward Richard, Southampton, Wine Merchant. Sept 21 at 3 at offices of Harris and Godwin, Moorgate st. Moseley, Southampton

Gregory, John, Wolverhampton, Licensed Victualler. Sept 23 at 11 at offices of Rhodes, Queen st, Wolverhampton

Grove, William Henry, Australian avenue, Barbican, Merchant. Sept 20 at 3 at Queen's Hotel, Birmingham. Stokes and Co, Queen Victoria st

Hardwick, Alfred, Newhall, Derby, Beerseller. Sept 21 at 3 at offices of Bright, High st, Burton-on-Trent

Harley, James, Liverpool, Provision Merchant. Sept 23 at 4 at offices of Pemberton and Co, Harrington st, Liverpool

Harrop, James, Oldham, Lancaster, Cotton Waste Dealer. Sept 23 at 4 at Grosvenor Hotel, Deansgate, Manchester. Ponsomby and Carlie, Oldham

Hill, Timothy, Northam, Southampton, Grocer. Sept 22 at 3 at offices of Davis, Portland st, Southampton. Bell and Taylor, Southampton

Hopping, Robert, Waltherton rd, Harrow rd, Builder. Sept 21 at 3 at Guildhall Tavern, Gresham st. Nicholls and Grant

Howell, William, Martlesham, Suffolk, Farmer. Sept 23 at 11 at Eastern Counties' Traders' Association, Post Office chambers, Ipswich

Jacques, John, Birchington-on-Sea, Carpenter. Sept 26 at 4 at offices of Parry, Harbour st, Ramsgate

James, William, Birmingham, Builder. Sept 20 at 3 at offices of Jacques, Temple row, Birmingham

Jobson, Edward Charles, Hartlepool, Durham, Timber Merchant. Sept 26 at 3 at offices of Bell and Son, Church st, West Hartlepool

Jones, Samuel, Acrefair, Denbigh, Boiler Maker. Sept 20 at 3 at offices of Duncan and Pritchard, Bridge st, Chester

Kerby, Edward, Coventry, Watch Manufacturer. Sept 23 at 11 at Craven Arms Hotel, Coventry. Huggins and Mallard, Birmingham

Kirby, Richard Henry, Westbourne-grove, Bayswater, Bookseller. Sept 30 at 3 at Inns of Court Hotel, High Holborn. Tilsley, Abchurch-yard

Knowles, Reuben, Allerton, nr Bradford, York, Skirt Manufacturer. Sept 22 at 11 at offices of Peel and Co, Chapel-lane, Bradford

Lake, William George, Park st, Camden Town, General Stationer. Sept 26 at 11 at offices of Biggin, Chancery-lane

Lane, Elijah, Chippenham Mews, Cab Proprietor. Sept 27 at 3 at offices of Yorke and Wharton, Conduit st. Bond st

Lockwood, Benjamin, Leicester, Hotel Keeper. Sept 27 at 12 at Golden Lion Hotel, High st, Sunderland. Bell and S.M., West Hartlepool

Loney, William Henry, Bristol, Beerhouse Keeper. Sept 22 at 3 at offices of Henderson, Albion chambers, Bristol

Longbottom, Joseph, Thornhill, York, Mason. Sept 22 at 3 at offices of Scholefield and Son, Wellington rd, Dewsbury

Marks, William, Colebrook, Devon, Miller. Sept 22 at 2.30 at offices of Sparkes and Pope, Upper Park st, Exeter

Millichap, John, Maxwell rd, Fulham, Cab Proprietor. Sept 24 at 10 at offices of Knight, Bow st, Covent garden

Mogg, William, Hunslet, nr Leeds, Butcher. Sept 20 at 3 at offices of Lodge and Rhodes, Park row, Leeds

Morris, Thomas James, Stourbridge, Worcester, Grocer. Sept 19 at 11 at offices of Collis, Union chambers, Stourbridge

Morrish, George Mandy, Lullingstone, Kent, Farmer. Sept 22 at 3 at Bull Hotel, Dartford. Mitchell, Gravesend

Nash, Joshua, Pentre Ystrad, Glamorgan, Boot Dealer. Sept 20 at 11 at offices of Parker, Commercial st, Newport

Nosworthy, John, Salford, Lancaster, Wine and Spirit Merchant. Sept 23 at 3 at offices of Ritson and Grundy, Princess st, Manchester

Nunn, Thomas Douglas, and not Minn, as erroneously printed in last Gazette, Wix, Essex, Grocer. Sept 21 at 3 at Red Lion Hotel, Colchester. Gony, North hill, Colchester

Oldmeadow, James, Cheltenham, Ironmonger. Sept 21 at 10 at offices of Smith, Regent st, Cheltenham

Owen, William, Coventry, Watch Manufacturer. Sept 23 at 11 at offices of Hughes and Masser, Little Park st, Coventry

Peace, William, and Benjamin Peace, Shepley, York, Fancy Woollen Manufacturers. Sept 22 at 11 at offices of Welsh, Victoria chambers, Queen st, Huddersfield

Pearson, William, Morrey, Yoxall, Stafford, Farmer. Sept 23 at 3 at the Swan Hotel, Stafford. Podmore, Stafford

Phillips, Florence Gaye, Witney, Oxford, Grocer. Oct 4 at 12 at the Roebuck Hotel, Oxford. Ravenor, Witney

Pinder, George Banks, and James Richard Bowring, Kingston-upon-Hull, Wool Merchants. Sept 22 at 2 at office of Pickering, Parliament st, Kingston-upon-Hull. Leak and Co, Kingston upon Hull

Poyner, George, Wilberforce st, Canning Town, Carman. Sept 22 at 11 at the British Prince, Bromley st, Commercial rd. Hicks, Victoria park rd

Priestly, Bastow, Lightcliffe, Halifax, Hay and Straw Dealer. Sept 23 at 2 at offices of Clay and Son, Union st, Halifax. Crossley, Halifax

Priestly, Henry, and Frederick Priestly, Ivegate, Bradford, Cabinet Makers. Sept 23 at 11 at the offices of Lancaster and Co, Manor row, Bradford

Roberts, John, Long Sutton, Lincoln, Watchmaker. Sept 23 at 11 at office of Mossop and Co, Long Sutton

Rothwell, Peter, Swinton, Lancaster, Farmer. Sept 21 at 2.30 at office of Whittingham, Church st, Leigh

Schultz, John Christian, Great Tower st, Wine Merchant. Sept 20 at 3 at 5, Mark lane. Borrell and Son, Gt Tower st

Sharp, Joseph, South Bromhill, Aekington, Northumberland, Grocer. September 20 at 10.30 at offices of Webb, Newgate st, Morpeth

Shaw, Marian, and Jessie Greenfield, Bury, Lancaster, Ladies' and Children's Outfitters. Sept 21 at 3 at office of Crossland, Union st, Bury

Sheldermine, Anthony, Trevor, Denbigh, Terra Cotta Manufacturer. Sept 23 at 3 at offices of Barrell and Co, Lord st, Liverpool

Shepherd, George, and Thomas Ormandy Shepherd, Ulverston, Lancashire. Sept 23 at 10 at Temperance Hall, Ulverston. Dickinson, Broughton-in-Furness

Short, Giles, Chetnole, near Sherborne, Dorset, Farmer. Sept 21 at 3 at the Antelope Hotel, Dorchester. Howard, Melcombe Regis

Simmonds, Judah Lee, Fish at hill, Commission Merchant. Sept 23 at 3 at the Cannon st Hotel, Cannon st. Lane, Queen st pl, Cannon st

Simmons, Charles, jun, and James Stutchbury, Charteris rd, Islington, Cabinet Makers. Oct 1 at 11 at offices of Chapman, Gresham bldgs, Basinghall st

Simmons, John, Budge row, Cannon st, Accountant. Sept 20 at 11 at offices of Kelsey, Cheapside

Smith, Henry Sidney, Leeds, Jeweller. Sept 22 at 3 at Queen Hotel, Birmingham. Ford and Warren, Leeds

Smith, John, St George, Gloucester, Beer Retailer. Sept 17 at 12 at offices of Essary, Nicholas st, Bristol

Somers, Thomas, Hanford, near Stoke-upon-Trent, Builder. Sept 17 at 11.30 at Swan Hotel, Stafford. Ashwell, Stoke-upon-Trent

Spencer, Joseph, Chesterfield, Licensed Victualler. Sept 24 at 12 at offices of Hextall, Full st, Derby

Stevens, Thomas, Stoke Hammond, Bucks, Farmer. Sept 21 at 3 at offices of Willis, Leighton Buzzard

Tate, Herbert, Halifax, Seedman. Sept 23 at 3 at offices of Philbrick and Corp, Austin Friars. Kerr, Halifax

Taylor, Joshua, Dufkinfield, Chester, Machinist. Sept 26 at 3 at offices of Gartside and Robinson, Stamford street, Ashton-under-Lyne

Thompson, James, Choppington Guide Post, Northumberland, out of business. Sept 27 at 11 at offices of Lynn, Blyth

Thorley, Lot James, Wigan, Lancaster, Provision Merchant. Sept 21 at 11 at offices of Wilson, King st, Wigan

Tregenza, Marie Anna, and Florence Maria Burbridge, Bristol, Milliners. Sept 23 at 12 at offices of Sweet and Barroughs, Bridge st, Bristol

Turnbull, John, Wombwell, near Barnsley, Foreman Tailor. Sept 22 at 3 at offices of Gray, Eastgate, Barnsley

Venables, Arthur Frank, Shirley, Southampton, Brewer. Sept 22 at 12 at offices of Bassett and Co, Gloucester sq, Southampton

Voisey, John, Southend, Essex, Cabinet Maker. Sept 26 at 2 at offices of Brighten and Co, Bishopsgate st Without

Walker, Matthew, Aekington, Northumberland, Grocer. Sept 20 at 11.30 at offices of Webb, Newgate st, Morpeth

Webb, Charles Baker Scott, Colchester, Wine and Spirit Merchant. Sept 23 at 12 at offices of White, North hill, Colchester

Weisbeck, Henry, Scarborough, York, Watchmaker. Sept 21 at 3 at offices of Richardson, Queen st, Scarborough

Wheeler, Arthur, Liverpool, Merchant. Sept 26 at 2 at offices of Banner and Co, Cook st, Liverpool. Pemberton and Co, Liverpool

Wheeler, William Thomas, Bewconsfield terrace, West Kensington park, Confectioner. Sept 23 at 12 at offices of Haynes, Grecian chambers, Devereux court, Temple

White, Samuel, Oldbury, Worcester, Licensed Victualler. Sept 21 at 11 at offices of Shakespeare, Church st, Oldbury

Wilkinson, John, Clitheroe, Lancashire, Grocer. Sept 26 at 11 at the Old Bull Hotel, Church st, Blackburn. Eastham, Clitheroe

Williams, Robert Thomas, Jewin crescent, Brace Manufacturers. Oct 3 at 3 at offices of Mogg, Dashwood House, New Broad st. Noon and Clarke, Blomfield st

Woolford, Annie Louise, Wolsey rd, Teddington, of no occupation. Sept 21 at 2 at offices of Harrison, Fowkes buildings, Great Tower st

Wray, Septimus, Keighley, York, Gardener. Sept 23 at 11 at offices of Weatherhead and Burr, Devonshire st, Keighley

TUESDAY, Sept. 13, 1881.

Allen, William John, Glenn Magna, Leicester, Baker. Sept 23 at 3 at offices of Wright, Belvoir st, Leicester

Arenus, Thomas, Hockley Heath, Warwick, Baker. Sept 29 at 11.30 at offices of Price and Co, Paradise st, Birmingham

Armstrong, Pearson, Byker, Newcastle-upon-Tyne, General Draper. Sept 21 at 11 at offices of Benning, Northumberland ct, Newcastle-upon-Tyne

Arthur, Charles Ellis, Maryport, Cumberland, Photographer. Sept 26 at 2 at offices of Nicholson, Bell's pl, Senhouse st, Maryport

Aspinall, Henry Edward, Bulham, Surrey, Brewer's Clerk. Oct 1 at 11 at offices of Roberts, Coleman st

Astles, George, Marston, near Northwich, Chester, Grocer. Sept 24 at 11 at offices of Fletcher, Northwich

Aylward, Henry, Gray's inn rd, Baker. Sept 26 at 3 at offices of Vanderpump, Gray's inn sq

Bailey, Charles Albert, Tudor st, New Bridge st, Boot and Shoe Maker. Sept 23 at 2 at offices of Davies, Basinghall st

Barlow, Thomas, jun, King's Norton, Worcester, Potato Salesman. Sept 23 at 11 at offices of Eaden, Bennett's hill, Birmingham

Barrett, Jesse, Jamaica rd, Steyney, Grocer. Sept 29 at 11 at Guildhall Tavern, Gresham st. Wulferstan and Co, Ironmonger lane

Beck, Gotthilf, Hanbury st, Brick lane, Baker. Sept 30 at 4 at offices of Hatchett Jones, Mark lane

Bonner, George Francis, St George, Gloucester, Licensed Victualler. Sept 26 at 2 at offices of Clifton and Carter, Broad st, Bristol

Booth, Thomas, Bromley, Kent, Grocer. Oct 3 at 4 at Mason's Hall Tavern, Masons' avenue, Basinghall st. Gregory, Cannon st

Breach, Louisa, Buckingham Palace rd, Registry Office Proprietress. Sept 23 at 2 at Railway Hotel, Terminus rd, Eastbourne

Baxelby and Faulkner, Ironmonger lane

Cook, Thomas, Dudley, Worcester, Confectioner. Sept 26 at 4 at offices of Stokes and Hooper, Priory st, Dudley

Cope, John, Birmingham, Leather Manufacturer. Sept 20 at 3 at offices of Lomas and Co, Temple st, Birmingham. Ratcliffe, Birmingham

Culling, George Henry, High st, Peckham, Builder. Sept 24 at 11 at 111 Cheapside. Kent, Bucklersbury

Dunn, James, Choppington, Northumberland, Innkeeper. Sept 29 at 11 at offices of Lynn, Blyth
 Foster, Charles William, Leamington, Warwick, Tailor. Sept 23 at 2 at offices of Cooper Brothers, George st, Mansion House.
 Looker, Drapers' gardens, Throgmorton st
 Frost, William Henry, Moldgreen, Huddersfield, Lime Dealer. Sept 28 at 11 at offices of Welsh, Queen st, Huddersfield
 Gardner, John, Cardiff, Grocer. Sept 26 at 12 at Merchants' Protection Association, Duke st, Cardiff. Stephens, Cardiff
 Gant, John, Mileham, Norfolk, Baker. Sept 28 at 11 at offices of Palmer, Swaffham
 Garnett, Charles, Grantham, Lincoln, Wine Merchant. Sept 20 at 12 at offices of Schofield, St. Peter's Hill, Grantham
 Goldberg, Israel, and Abraham Goldberg, Hanley, Stafford, Paper Dealers. Sept 23 at 3 at offices of Evans, St George's chmbrs, Albert sq, Manchester
 Gray, Henry, Aldershot, Tobaccoconist. Sept 26 at 3 at White Lion Hotel, Guildford. Durbidge, Guildford
 Gridley, William Isaac, Bradford Combust, Suffolk, Farmer. Oct 6 at 12 at Guildhall, Guildhall st, Bury St Edmunds. Salmon and Son, Bury St Edmunds
 Gristen, Walter, Upper Charlton st, Fitzroy sq, Builder. Sept 28 at 3 at Incorporated Law Society, Chancery lane. Claxton, Gloucester pl, Prior, and Hayes, Thomas, Manchester, Slater. Sept 22 at 2 at King's Arms Hotel, Spring gardens, Manchester. Duckworth, Manchester
 Heep, Joseph, Bolton, Brush Manufacturer. Sept 26 at 3 at offices of Dutton, Acresfield, Bolton
 Heath, John, Church Eaton, Stafford, Innkeeper. Sept 23 at 11.30 at offices of Smallwood, Newport. Elliott, Newport
 Higginbotham, Joseph Bamford, Bradford, Plumber. Sept 23 at 12 at offices of Last and Betts, Bond st, Bradford
 Hooper, William Hope, Wandsworth rd, Clapham, Solicitor. Sept 20 at 12 at offices of Matthews and Wells, Southampton bldgs, Chancery lane
 Hopkins, William, Northcote rd, Battersden Rise, Boot Dealer. Oct 4 at 2.30 at 111, Chesapeake, Clift
 Hulme, Samuel, Stockport, Cheshire, Painter. Sept 26 at 3 at offices of Coppock and Co, Vernon st, Stockport
 Jackson, Robert, Foston, nr Grantham, Baker. Sept 29 at 3.30 at the George Hotel, Grantham. Cockayne, Nottingham
 Jewesson, Harry, Threadneedle st, Banker's Clerk. Sept 23 at 2 at offices of Morphet, King st, Chesapeake
 Johnson, Thomas Henry, Colchester, Essex, Coachbuilder. Sept 23 at 12 at offices of Prior, Head st, Colchester
 Judd, William, jun, Warrington, Warwick, Butcher. Sept 26 at 11 at offices of Kilby and Mace, High st, Banbury, Oxford
 Kirby, Charles Oliver, Warrington st, Camden Town, out of business. Sept 27 at 3 at offices of Hall, Warwick court, Gray's inn
 Lawton, James, Heywood, Lancashire, Grocer. Sept 28 at 3 at offices of Todd, York st, Heywood
 Low, William, Union rd, Southwark, Fruit Salesman. Sept 21 at 11 at offices of Harman, Chancery lane
 Marchant, Charles, Reading, Berks, Baker. Sept 27 at 2 at the Queen's Hotel, Friar st, Reading. Dodd, Reading
 Marshall, Frederick Miles, Southern st, Westbourne park, Grocer. Sept 28 at 3 at offices of Pain, Marylebone rd
 Mayor, Harriet, Bridport, Dorset, Boot Dealer. Oct 3 at 12 at offices of Loggin and Nantes, Barrack st, Bridport
 Moody, Charles, Weston-super-Mare, Cabinet Maker. Sept 26 at 2 at offices of Miller, St Stephen's chmbrs, Baldwin st, Bristol
 Morgan, Alfred Robert, Plymouth, Devon, Grocer. Sept 30 at 11 at offices of Gard, 19, St Aubyn st, Devonport
 Morgan, John, junior, and William Morgan, senior, Ipswich, Brick-makers. Sept 28 at 11 at 4, Princes st, Ipswich. Birkett and Bantoft, Ipswich
 Morris, Thomas, Oldbury, Worcester, Corn Dealer. Sept 26 at 11 at offices of Forrest, Church st, Oldbury
 Morris, Thomas Llewellyn, Carnarvon, Licensed Victualler. Sept 29 at 3 at offices of Jones and Roberts, 5, High st, Carnarvon
 Pace, Henry, Richard House, and Frederick George Scull, Bristol, Importers of Fancy Goods. Sept 21 at 11 at Inns of Court Hotel, Holborn. Bevan and Hancock, Bristol
 Paddon, Thomas, North Tawton, Devon, Cowkeeper. Sept 26 at 10.30 at Half Moon Hotel, Exeter. Hartnoll, Exeter
 Pollard, William, Croydon, Builder. Sept 28 at 3 at Greyhound Hotel, Croydon. Pullen, Basinghall st
 Porter, Richard Charnley, and William Edward Porter, Bolton, Provision Merchants. Sept 26 at 2.30 at offices of Loftos, 2, Fold st, Bolton
 Pritchard, William, Glangamias, Tremadoc, Carnarvon, Joiner. Sept 26 at 1 at offices of Jones and Jones, Portmadoc
 Radcliffe, Robert, Derby, Hatter. Sept 20 at 2 at the Bell Hotel, Sadler Gate, Derby
 Reech, James, Bury St Edmunds, Baker. Sept 23 at 12 at the Guildhall, Bury St Edmunds. Gross
 Riches, George, Parnham, Surrey, Coal Merchant. Sept 26 at 3 at Mason's Hall Tavern, Mason's Avenue, Basinghall st. Chandler Finsbury pavement
 Robinson, George Henry, Morely, York, Dyer. Sept 27 at 10.30 at offices of Ridgway and Co, Union st, Dewsbury
 Roles, Thomas, Brighton, Engraver. Sept 30 at 3 at offices of Rogers, East st, Chichester
 Saunders, William Alexander, Huddersfield, Electrical Engineer. September 26 at 3 at the offices of Leary and Co, Buxton rd, Huddersfield
 Sawyer, Shepherd, and George Sawyer, Sherwood, Nottingham, Plumbers. Sept 28 at 2.30 at offices of Everall and Co, St Peter's Church Walk, Nottingham
 Schweitzer, Peter, Bell st, Edgware rd, Baker. Sept 27 at 3 at offices of Brown, Basinghall st
 Shelton, William Henry, Wellington, Salop, Saddler. Sept 1 at the Great Western Hotel, Monmouth st, Snow hill, Birmingham. Hunt
 Simmons, William, the younger, Coventry, Bicycle Manufacturer. Sept 26 at 11.30 at the Queen's Hotel, Hertford st, Coventry. Parish, Wolverhampton

Smith, John, Torpenhow, Cumberland, Farmer. Sept 27 at 11 at offices of Paisley, Bridge st, Workington
 Smith, John, Thorpe-le-Soken, nr Colchester, Farmer. Sept 28 at 3 at George Hotel, High st, Colchester. Gowing and Co, Finsbury pavement
 Sotham, Arthur, Cotteslowe, Oxford, Corn Dealer. Sept 26 at 12 at offices of Black, New Inn Hall st, Oxford. Davenport
 Spedding, Samuel, Batley, York, Painter. Sept 23 at 4 at offices of Wooler and Wooler, Exchange bldgs, Batley
 Taylor, John, High st, Deptford, Tailor. Oct 3 at 2 at offices of Reed and Co, Guildhall chmbrs, Basinghall st
 Taylor, William Edward, Maidenhead, Berks, Builder. Oct 4 at 3 at offices of Jones, Park st, Maidenhead
 Thomas, William Powell, Bulth, Brecon, Plumber. Sept 23 at 3 at offices of Vaughan, The Strand, Bulth. Williams and Co.
 Thompson, Thomas, Pudleston, Hereford, Butcher. Sept 23 at 10.30 at offices of Edwards and Weaver, Corn Exchange, Leominster. Corner, Hereford
 Titcheener, Joseph John, and William Denyer, Landport, Hants, Tailors. Sept 26 at 12 at offices of Mills, South sq, Gray's inn
 Turgate, Benjamin, Heigham, Norwich, Carpenter. Sept 22 at 12 at offices of Bavin and Daynes, Exchange st, Norwich
 Turton, William, St Helen's, Lancashire, Provision Dealer. Sept 27 at 11 at Fleece Hotel, Church st, St Helen's. Dutton, Bolton
 Waterhouse, Thomas, Ashton-under-Lyne, Baker. Sept 27 at 3 at Creditors Association, Hanging Dutch, Manchester. Stevenson Manchester
 Webb, John Augustus, Stroud, Gloucester, Farmer. Sept 23 at 4 at offices of Jackson, George st, Gloucester
 Wells, James Thomas, Kingsland rd, Boot and Shoe Manufacturer. Oct 5 at 3 at offices of Montagu, Bucklersbury
 Wivell, Richard, Barnstable, Devon, Brewers' Assistant. Sept 26 at 12 at offices of Thorne, Castle st, Barnstable
 Wood, Thomas, Salford, Lancashire, Beerhouse Keeper. Sept 28 at 3 at offices of Heath and Sons, Swan st, Manchester
 Wright, Edward James, Margaret, Wills, Hotel Keeper. Sept 30 at 11 at offices of Kinneir and Tombs, High st, Swindon

SCHWEITZER'S COCOATINA,

Anti-Dyspeptic Cocoa or Chocolate Powder.

Guaranteed Pure Soluble Cocoa of the Finest Quality, with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."

Highly commended by the entire Medical Press.

Being without sugar, spice, or other admixture, it suits all palates, keeps better in all climates, and is four times the strength of cocoas thickened yet weakened with starch, &c., and is in reality cheaper than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.

COCOATINA A LA VANILLE is the most delicate, digestible, cheapest Vanilla Chocolate, and may be taken when richer chocolate is prohibited.

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ROBE MAKERS

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